

CITY OF SAN ANTONIO

Development Services Department



REQUEST FOR PROPOSAL ("RFP")

for

Workflow Study

Issued: September 22, 2006
Proposals Due: October 22, 2006

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I. BACKGROUND

The City of San Antonio (“City”) manages building and land development services under the Development Services Department, which coordinates master development plans, vested rights, planned unit developments, zoning, platting, development engineering for streets and traffic, building plan review, permits for building, mechanical, electrical, plumbing, sign and tree preservation and related inspections. These services may be requested in-person, by appointment, or on-line at <http://www.sanantonio.gov/dsd>.

The Development Services Department is organized into three divisions: the Office of the Director which employs 26 staff members; the Land Development Division which employs 72 staff members; and the Building Development Division which employs 135 staff members. These three divisions are headquartered at the Business Development Service Center, 1901 S. Alamo, San Antonio, TX.

Customers conducting business in person may utilize one of two self-help computer stations to access on-line services, or may be serviced by nine Development Services Specialists in the building lobby. Department customers generally are independent contractors, commercial developers, and residential property owners. The City of San Antonio measures its building and land development services delivery and performance quality through surveys, internal quality control programs and by its own benchmark tabulations. A copy of the on-line survey is attached as Exhibit A. Data collected from the surveys will be shared upon contract award. Workload Indicators for October 2004 through June 2006 are attached as Exhibit B.

Services described above are carried out with participation from various City Council appointed boards and commissions: the Mechanical Board of Appeals, the Electrical Examining and Supervising Board, the Plumbing Appeals and Advisory Board, the Board of Adjustment, the Home Improvement Advisory Board, the Planning Commission, the Zoning Commission, and the Building and Fire Code Board of Appeals.

There are four key development associations in San Antonio. They are the Real Estate Council, San Antonio Greater Builders Association; Private Engineers in Public Practice; and American Institute of Architects. There are seven business chambers in San Antonio. They are Alamo City Chamber of Commerce, Greater San Antonio Chamber of Commerce, North San Antonio Chamber of Commerce, Randolph Metro.com Chamber of Commerce, San Antonio Hispanic Chamber of Commerce, San Antonio Women’s Chamber of Commerce, and West San Antonio Chamber of Commerce. The Development Services Department has not conducted formal hearings or satisfaction surveys with these groups. In addition, Development Services Advisory Board with a mission to identify opportunities to reduce permit cycle time, ensure consistency and quality of plans review and inspections, and address and enhance the department’s customer service philosophy while achieving the diverse goals of economic development, building safety, and quality of life.

II. SCOPE OF SERVICES

The Development Services Department seeks an independent evaluation of its operations and service delivery in an effort to increase efficiency and customer satisfaction. The selected respondent is to examine current workflows, organization structure, staffing, and service delivery of each division within the department; and provide recommendations for organization implementation to reflect best practices utilized by municipal governments.

The Development Services Department seeks to have all scopes of services completed within nine (9) months after contract award.

A) Evaluate Demand for Services

An analysis is to be performed to compare customer need verses services actually delivered. Selected respondent is to measure customer service needs using accepted research methodologies apart from information provided by the Development Services Department. Respondent is to propose the best method for gathering this data considering customer demographic stated in Background. Written recommendations for improvement shall identify services that should be streamlined, eliminated, or expanded.

B) Quality of Performance

An independent survey is to be conducted to measure the quality of service and performance by the Development Services Department. The selected respondent is to gather data from department customers using accepted research methodologies and make recommendations for improving customer satisfaction with services delivered.

C) Resources to Meet Demand

The selected respondent is to review current resources to meet service demand. This will involve an analysis of the Development Services Department's organization structure, personnel productivity, staffing sufficiency, supervision of tasks, the training/expertise of service delivery staff, and technology utilization. Analysis research for this task may involve scheduling personnel interviews, reviewing administration files, and access to information systems, which shall be coordinated with a designated department point of contact. Respondent shall identify other information needed to perform a thorough review of current resources. Written recommendations shall specify in detail resources that are underutilized, and those that should be redirected, increased, or eliminated.

D) Implementation Plan

Recommendations shall include an implementation plan that contains roll out phases and clearly defines a timeline for proposed improvements to be complete. The implementation plan shall also contain two funding scenarios: current resource funding and increased funding. Selected respondent shall identify cost savings strategies and streamline operations as a priority.

E) Report

Selected respondent shall prepare a written report that documents and summarizes each of the above activities and includes special recommendations. A draft report shall be submitted for

review and comment by the City of San Antonio and the Development Services Advisory Board and ten (10) spiral-bound final reports shall be submitted 30 days thereafter.

III. TERM OF CONTRACT

The contract term shall begin on the 10th day after ordinance passage by City Council, and conclude upon successful completion of all tasks.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 1901 S. Alamo Street, San Antonio, Texas at 8:00 a.m., on October 10, 2006. Respondents are encouraged to prepare and submit their questions in writing seven calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://www.sanantonio.gov/rfp/>. Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. The Development & Business Services Center is wheelchair accessible. The accessible entrance and parking spaces are located at 1901 S. Alamo Street. To arrange for special assistance to attend this meeting, please call the Disability Access Office at (210) 207-7243. Requests for an interpreter for the hearing impaired must be received at least 48 hours prior to the meeting by calling (210) 207-7245 V/TTY for assistance.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.
- B. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment 3, Respondent Questionnaire.

- C. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment 4, Discretionary Contracts Disclosure Form.
- D. LITIGATION DISCLOSURE: Complete and submit RFP Attachment 5, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.
- E. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM: Complete, sign and submit the *Good Faith Effort Plan* contained in RFP Attachment 6.
- E. PRICING SCHEDULE: Complete and submit RFP Attachment 7, Pricing Schedule Form.
- F. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- H. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment 8. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
- I. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment 9.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received in compliance with Section VIII, Restrictions on Communication may be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions

or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink and ten (10) copies of the Proposal, in a sealed package, clearly marked on the front of the package Development Services Department Work Flow Study. All proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on October 22, 2006 at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

City Clerk's Office, Attn: Development Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Development Services Department
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: each proposal shall be typewritten, submitted on 8 ½" x 11" white paper, contain a three ring hole-punch, and stapled. Font size shall be no less than 12-point type. All pages shall be printed on one side only. Margins shall be no less than 1" around the perimeter of each page. Maximum number pages allowed shall be 25, including required attachments. Each page shall be numbered. A Microsoft WORD or Adobe PDF electronic copy of the proposal on computer disk or CD-ROM shall be included as part of the proposal. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, with corresponding index and divider labels. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company

Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Interim Director of Development Services Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- G. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- H. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with City employees include:
 - 1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
 - 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until 2:00 p.m., Central Time, on October 16, 2006. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

Terry Kannawin, Fiscal Operations Manager
Development Services Department
1901 S. Alamo Street
San Antonio, Texas 78215

However, electronic submissions by facsimile or e-mail will also be accepted at (210) 207-3315 and terryk@sanantonio.gov.

3. Respondents and/or their agents may contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the *Good Faith Effort Plan*. The point of contact is Ms. Anita Uribe Martin. Ms. Martin may be reached by telephone at (210) 207-3900 or by e-mail at aumartin@sanantonio.gov. Respondents and/or their agents may contact Ms. Martin at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- C. City Code Article VII, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-risk" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a political contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Any legal signatory for a proposed high-risk contract must be identified within the response to this RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

The City has identified this solicitation as "high risk".

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may

select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

A. Experience, Background, Qualifications (30 %)

B. Proposed Plan (30 %)

C. Price (20 %)

D. Small Business Economic Development Advocacy Program (SBEDA) (20%):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:

- a. One percent (1%) for submission/approval of the *Good Faith Effort*
- b. One percent (1%) for meeting/exceeding the MBE goal.
- c. One percent (1%) for meeting/exceeding the WBE goal.
- d. One percent (1%) for meeting/exceeding the AABE goal.
- e. One percent (1%) for meeting/exceeding the SBE goal.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. *City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award.* No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or

a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment 4)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Please consult your own legal advisor if you have questions regarding the statute or form.

XI. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Issue Date	September 22, 2006
Pre-Submittal Conference	October 10, 2006
Final Questions Accepted	October 16, 2006
Proposals Due	October 22, 2006

XII. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the

behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

RFP ATTACHMENT 1
EXHIBIT A - ON-LINE SURVEY FORM



Customer Survey

Survey Information

Date of Service

MTH DAY YEAR

Time of Service

Morning between 7:45 AM - 12:00 PM

What service was provided?

Select

At which Development Services Location

Select

By which Development Services Division

Select

By which DSD employee

Customer Name (optional)

Address

Daytime Phone

Email Address

Contact or Company/Contractor ID#

Survey Questions

1=Poor 2=Fair 3=Good 4=Very Good 5=Excellent

Promptly greeted you and acknowledge your request:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Courteousness:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Positive Attitude:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Knowledgeable about the service:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Listened and identified your needs:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Researched your request and/or directed you appropriately:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Satisfied your concerns within the limitations of policy, programs and code of ordinances:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Response time for your transaction:

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

How would you rate our online services?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

How would you rate the overall service you received from Development Services staff?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ N/A

Comments: (Provide A/P# if applicable)

[Cancel](#)

Submit Form

RFP ATTACHMENT 2

EXHIBIT B - WORKLOAD INDICATORS

Development Services Department Workload Indicators			
Activity	10/01/2004 to 6/30/2005	10/01/2005 to 6/30/2006	Percent Change
No. of Vested Rights Applications Submitted	109	53	-51%
No. of Plat Applications Submitted	516	573	+11%
No. of Board of Adjustment Applications Submitted	94	76	-19%
No. of Zoning Applications Submitted	291	329	13%
No. of New Residential Building Plans Submitted	5,724	6,604	+15%
No. of New Commercial Plans Submitted	1,120	1,210	+8%
Total Number of Building Plans Submitted	17,921	21,259	+19%
Total Number of Permits Issued	78,122	87,990	+13%
No. of On-Line Permits Issued	34,044	45,270	+33%
Total Number of Trade Inspection Requests	187,965	209,975	+12%
No. of Inspections Scheduled On-Line	70,012	93,665	+34%
No. of Calls Answered by Customer Service	130,000	135,000	+3.85%
No. of Customers Served at the Counter	30,600	27,900	-8.83%

RFP ATTACHMENT 3
RESPONDENT QUESTIONNAIRE

RESPONDENT QUESTIONNAIRE

GENERAL INFORMATION

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Agency/Company: _____

Address _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

2. **Contact Information:** List the person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes _____ No _____

4. Is your Company authorized and/or licensed to do business in Texas?

Yes _____ No _____

5. Where is the Company's corporate headquarters located? _____

6. **Local Operation:** Does the Company have an office located in San Antonio, Texas?

Yes _____ No _____

- a. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

7. **County Operation:** If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?

Yes_____ No_____

- a. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?

Years _____ Months_____

b. State the number of full-time employees at the Bexar County office. _____

8. **Debarment/Suspension Information:** Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes_____ No_____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

9. **Surety Information:** Have you or the Company ever had a bond or surety canceled or forfeited?

Yes_____ No_____

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

10. **Bankruptcy Information:** Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes_____ No_____

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

11. Provide any other names under which your business has operated within the last 10 years.

REFERENCES - Provide three (3) references for which studies similar to this project were conducted during the past four years.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

EXPERIENCE, BACKGROUND, QUALIFICATIONS - Prepare and submit responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
6. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
7. Identify key staff, their primary work assignments, and the percentage of time they will devote to the project if awarded the contract.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information.

PROPOSED PLAN - Prepare and submit responses to address the following items.

1. Identify specific tasks and methodology for analyzing each study component listed in the Scope of Services.
2. Provide a timeline of all tasks to be conducted.
3. Identify the number of hours City of San Antonio staff will be required to provide in support of interviews, data collection, information sharing, etc. related to the completion of this study.
4. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT 4
DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity³ that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☐ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

³ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ **No contributions made; If contributions made, list below:**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question⁴ as to whether any city official or employee would violate [Section 2-43 of the City Code \(Ethics Code\)](#), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ **Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or**

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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⁴ For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT 5
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT 6

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM
POLICY AND GOOD FAITH EFFORT PLAN FORM**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 100182, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a

City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

5. MBE-WBE-AABE Certification Required

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

**NAME OF
PROJECT:** _____

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes ____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN

(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.
- _____
- _____
10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

RFP ATTACHMENT 7
PRICING SCHEDULE FORM

PRICING SCHEDULE FORM

Price to City	
Demand for Services <ul style="list-style-type: none"> Compare customer need verses services actually delivered. Recommend improvements and identify services to streamline, eliminate, or expand. 	\$ _____
Quality of Performance <ul style="list-style-type: none"> Examine the quality of the services delivered. Recommend improvements to increase customer satisfaction. 	\$ _____
Resources to Meet Demand <ul style="list-style-type: none"> Analyze department's organization structure, workforce, and technology utilization. Recommend which resources are underutilized, and those that should be redirected, increased, or eliminated. 	\$ _____
Implementation Plan <ul style="list-style-type: none"> Identify most effective way to implement recommendations and define timeline. Plan to include current and increased funding implementation scenarios. 	\$ _____
Total Price	\$ _____

Note: All prices shall include all costs related to the provision of services under proposed contract. Costs of food, travel, lodging, and any and all administrative costs associated with these services shall be included within the prices above.

RFP ATTACHMENT 8
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to Development Services Department, 1901 S. Alamo Street, San Antonio, Texas 78215, *Attn:* Terry Kannawin, which shall be clearly labeled Development Services Work Flow Study in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to Development Services Department, 1901 S. Alamo Street, San Antonio, Texas 78215, *Attn:* Terry Kannawin, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-(vii) or better by A.M. Best Company and/or otherwise acceptable to the City.

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3.. Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
4. Professional Liability (Claims Made Form)	\$500,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
* if applicable	

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Name the City and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
3. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio
Development Services Department
Work Flow Study
P.O. Box 839966
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and

is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

RFP ATTACHMENT 9

INDEMNIFICATION REQUIREMENTS

INDEMNIFICATION REQUIREMENTS

RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

RFP ATTACHMENT 10

SIGNATURE PAGE

SIGNATURE PAGE

Check (✓) the box that indicates business structure of Respondent

☐ Individual or Proprietorship

☐ Partnership or Joint Venture

☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

11-digit Comptroller's Taxpayer Number

Employer Identification Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____

Printed Name: _____

Title: _____

By: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Attachment 12, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments 8 & 9.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT 11
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
	Executive Summary	
	Respondent Questionnaire (RFP Attachment 3)	
	*Discretionary Contracts Disclosure (RFP Attachment 4)	
	Litigation Disclosure (RFP Attachment 5)	
	*Good Faith Effort Plan (RFP Attachment 6)	
	Pricing Schedule Form (RFP Attachment 7)	
	Proof of Insurability (Letter and Copy of Current Certificate of Insurance)	
	* Signature Page (RFP Attachment 10)	
	Proposal Checklist (RFP Attachment 11)	
	One (1) Original and ten (10) Copies of Proposal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**